

MEMORANDUM

DECEMBER 20, 1984

TAKEN UNDER ADVISEMENT: NOVEMBER 15, 1984
TABLED: DECEMBER 6, 1984

TO: BOSTON REDEVELOPMENT AUTHORITY

FROM: STEPHEN COYLE, DIRECTOR

SUBJECT: APPROVAL OF DEVELOPMENT PLAN AND DEVELOPMENT
IMPACT PROJECT PLAN FOR PLANNED DEVELOPMENT
AREA NO. 19 - FEDERAL AND HIGH STREETS,
BOSTON PROPER; AUTHORIZATION TO AMEND
COOPERATION AGREEMENT DATED DECEMBER 30, 1983,
CONCERNING THE UNITED SHOE MACHINERY BUILDING
AND ADJACENT PROPERTIES

Federal Development, Inc., a Massachusetts corporation, is owner of the United Shoe Machinery Company (USMC) building and abutting parcels. On November 15, 1984, you were presented with a proposal that indicated the developer was starting the process of rehabilitating this landmark building for office and commercial uses, and further proposed to build an L-shaped office and retail structure wrapping around the USMC building, consisting of a 26-story element and a two-story connecting element next to the USMC building on High Street, and a nine-story office and retail element abutting the USMC building on Federal Street. The new building is to be built on the sites of a parking garage and an eight-story building which are to be demolished, and on High Street Place which is to be discontinued.

The on-going design review for this proposal has resulted in dimensional changes in the intervening weeks which have further refined the development. The resulting proposed building height is 28 stories which yields 356.50 feet to the top of the penthouse. The gross floor area will be 537,000 square feet. The change in gross floor area has increased the amount of the "linkage" payment from \$3,435,000 to \$3,565,000.

On December 28, 1983, the Authority authorized the Director to execute a cooperation agreement with the Agency Realty Corp., Trustee of 140 Federal Street (now known as Federal Development, Inc.) which among other things specified a maximum height for the new building of 297 feet and 22 stories and a maximum gross floor area of 490,000 square feet. Considering the negotiations between the Authority staff and the developer and the increase in height and gross floor area, I request that the Authority authorize the Director to execute an amendment to the 1983 agreement to allow the heights shown on the current plans. The Landmarks Commission was not one of the contracting parties, but it did vote to approve the process described in this Cooperation Agreement as providing appropriately for the rehabilitation of the USM building and for the development of the remainder of the locus.

3
The developers seek a Planned Development Area (PDA) zoning designation for the 1.5-acre site. The project will also be subject to a Development Impact Project (DIP) payment. The development plans required for such projects are combined into a single PDA/DIP Plan which is attached.

I recommend that the Authority approve the attached Development Plan and Development Impact Project Plan for Planned Development Area No. 19. Appropriate votes follow.

VOTED: That in connection with the Development Plan and Development Impact Project Plan for Planned Development Area No. 19, at the northeasterly corner of Federal and High Streets, Boston Proper, which was presented at a public hearing duly held at the offices of the Authority on November 15, 1984, and after consideration of the evidence presented at that hearing, the Boston Redevelopment Authority finds that said Plan (1) conforms to the general plan for the City of Boston as a whole; (2) contains nothing that will be injurious to the neighborhood or otherwise detrimental to the public welfare; and (3) does adequately and sufficiently satisfy all other criteria and specifications for a Planned Development Area subdistrict designation and for a Development Impact Project Plan as set forth in the Boston Zoning Code as amended;

and further

VOTED: That pursuant to the provisions of Sections 3-1A and 26-3 of the Boston Zoning Code as amended, the Boston Redevelopment Authority hereby approves said "Development Plan and Development Impact Project Plan for Planned Development Area No. 19". Said Development Plan is embodied in a written document of the aforesaid title, dated November 15, 1984, and in a series of schematic drawings listed in Exhibits IV-A and IV-B of said documents. Said document and drawings shall be on file in the office of the Director of Zoning of the Authority;

and further

VOTED: That the Authority hereby authorizes the Director to petition the Zoning Commission of the City of Boston for a Planned Development Area subdistrict designation for the parcel of land which is the subject of the Development Plan for Planned Development Area No. 19; to execute in the name and on behalf of the Authority (1) a Cooperation Agreement with the developer of said Planned Development Area concerning the carrying out of said Development; said Cooperation Agreement to include the explicit provision that the Developer must reach an agreement with The Codman Company concerning the interaction of the new construction with the existing building at 211 Congress Street and said agreement to be acceptable in form and content to the Director of the Authority, and no building plans will be stamped approved by the Authority prior to the execution of said agreement, and (2) an agreement under which said Developer shall be responsible for a Development Impact Project Exaction, and (3) an amendment to

a Cooperation Agreement originally authorized by the Authority on December 28, 1983, relating to the United Shoe Machinery building and adjacent properties; and to certify, in the name and on behalf of the Authority, that plans submitted to the Building Commissioner in connection with said Plans are in conformity with said Plans and have been subject to the Authority's design review procedures, and that the developer has entered into an agreement with the Authority to be responsible for a Development Impact Project Exaction.

and further

VOTED: That in reference to petition(s) to be brought by the Federal Development, Inc., for exceptions as listed in the Development Plan and Development Impact Project Plan for Planned Development Area No. 19, which is approved by the Authority today, the Boston Redevelopment Authority recommends approval provided that the Zoning Commission will have adopted a Map Amendment designating the land involved as a B-10-D zoning district, and provided further, that final working drawings be submitted to the Authority for design review to ensure that the same are consistent with drawings previously approved by the Authority and with said Plan; and the Authority hereby authorizes the Director to certify to the Board of Appeal that the exceptions requested are in conformity with said Plan.

BOSTON REDEVELOPMENT AUTHORITY

November 15, 1984

DEVELOPMENT PLAN
and
DEVELOPMENT IMPACT PROJECT PLAN
for
PLANNED DEVELOPMENT AREA NO. 19

Bounded by High, Federal and Matthews Streets
and land now or formerly of Annie Leeder
Boston, Massachusetts

Owner: Federal Development, Inc., a Massachusetts corporation.

Architects: Jung/Brannen Associates, Inc. has been engaged as the architect for the rehabilitation of the USM Building (as hereinafter defined). The Stubbins Associates, Inc. has been engaged as the architect for the New Building (as hereinafter defined).

Location and Description of Site: A certain parcel of land containing approximately 66,430 square feet, more or less, described in Exhibit I hereto and shown on Exhibit II hereto. Development of the site will require the discontinuance of High Street Place as a public street and the acquisition by the Owner of the portion of High Street Place which is owned by the City of Boston.

General Description of Proposed Development: The project will involve extensive rehabilitation of the 24-story brick building known as the United Shoe Machinery Building ("USM Building") containing approximately 376,000 square feet of gross floor area and the construction of a new office/commercial building ("New Building") containing 28 stories and approximately 537,000 square feet of gross floor area. The USM Building will house approximately 348,000 square feet of office space and 28,000 square feet of retail/commercial space, and the New Building will house approximately 527,000 square feet of office space and 10,000 square feet of retail/commercial space. Parking for no more than 400 vehicles will be provided in the USM Building and the New Building. No more than 300 of these parking spaces will be located on three subsurface levels of the New Building, and no more than 100 of these parking spaces will be located on two subsurface levels of the USM Building.

12-5-84

Projected Number of Employees: It is anticipated that the USM Building and the New Building will generate approximately 1,150 and 2,200 construction-related jobs and approximately 1,510 and 2,150 permanent office and retail/commercial jobs, respectively. The owner will formulate a voluntary Employment Opportunity Plan which will provide for the owner's good faith efforts to achieve a goal that 50% of the employment opportunities created in the project will be made available to Boston residents.

Development Impact Project Exaction: As required under Section 26-3 of the Boston Zoning Code, the owner will enter into a Development Impact Project Exaction Agreement with the Boston Redevelopment Authority and the Neighborhood Housing Trust, or if such Trust has not been established at the time of execution of such Agreement, with the Boston Redevelopment Authority acting on behalf of said Trust. The Development Impact Project Exaction shall be made as a Housing Payment Exaction, or as a Housing Creation Exaction, which shall contribute to the creation of housing units for occupancy exclusively by low and moderate income residents of the City of Boston under the conditions specified in said Agreement. If the owner elects to satisfy its exaction responsibility with respect to either or both of the USM Building and the New Building through money payments, payments to said Trust or fiduciary shall be made in twelve (12) equal annual installments, the first installment due upon the first to occur with respect to each of the USM Building and the New Building of (i) the issuance of a certificate of occupancy or (ii) twenty-four (24) months after the issuance of a building permit. The annual payment shall be one-twelfth of \$5.00 per square foot of gross floor area over 100,000 square feet. The exaction will approximate a total of \$1,380,000 for the USM Building based upon a gross floor area of 376,000 square feet and \$2,185,000 for the New Building based upon a gross floor area of 537,000 square feet.

Permitted Uses: The uses to be permitted are listed in Exhibit III.

Proposed Location and Appearance of Structures: The appearance of the USM Building shall generally conform with the schematic design drawings prepared by Jung/Brannen Associates, Inc. listed in Exhibit IV-A hereto. The rehabilitation of the USM Building shall be in substantial compliance with the "Report of the Boston Landmarks Commission on the Potential Designation of the United Shoe Machinery Corporation Building as a Landmark under Chapter 772 of the Acts of 1975" as revised January 27, 1981 and December 20, 1983, the adoption of which was voted by the Boston Landmarks Commission on December 20, 1983 and the Certificate of Design Approval for 128-164 Federal Street issued by the Boston Landmarks Commission on July 11, 1984. The location and appearance of the New Building shall generally conform with the schematic design drawings prepared by The Stubbins Associates, Inc. listed in Exhibit IV-B hereto. The drawings listed in

Exhibits IV-A and IV-B are hereby incorporated into this PDA/DIP Plan.

Open Spaces and Landscaping: Landscaping will be provided for the New Building in general accordance with Drawing No. A-2 referred to in Exhibit IV-B.

Density: The Floor Area Ratio for the USM Building will not exceed 13 and for the New Building will not exceed 14.6. Tables of Floor Area Ratio calculations for the USM Building and the New Building are attached as Exhibits V-A and V-B, respectively.

Proposed Traffic Circulation: Vehicular access to the parking areas located in the USM Building and the New Building will be from High Street, and egress from such parking areas will be to Matthews Street.

Pedestrian access to the USM Building from the exterior will be by entrances on Federal Street and High Street. Access will be provided to the New Building from the exterior by entrances on Federal Street, High Street and Matthews Street. Because the two components will be connected, access to each from the interior of the other will also be provided as shown on Drawing Nos. A-2 referred to in Exhibit IV-B and A-103 referred to in Exhibit IV-A.

Service access to the New Building will be provided by five loading bays to be located in the New Building at grade as shown in Drawing No. A-2 referred to in Exhibit IV-B.

Parking and Loading Facilities: A parking garage presently located on the site housing approximately 330 parking spaces will be demolished in connection with the construction of the New Building. No more than 400 off-street parking spaces will be provided to serve the USM Building and the New Building. No more than 300 of these parking spaces will be located on three subsurface levels of the New Building, and no more than 100 of these parking spaces will be located on two subsurface levels of the USM Building. Five loading bays will be provided in the New Building at grade on Matthews Street. The parking and loading facilities will be in general conformity with the facilities shown on Drawing Nos. A-1 and A-2 referred to in Exhibit IV-B and A-101 and A-102 referred to in Exhibit IV-A.

Access to Public Transportation: The site is located in the downtown Boston area. The closest MBTA stops are the Park Street stop on the MBTA Green Line, the Washington and South Station stops on the MBTA Red Line, and the Essex and Washington stops on the MBTA Orange Line. The site will be served by commuter and inter-city rail and bus service terminating at South Station. Numerous MBTA bus routes terminate at South Station which is located within a few blocks of the site and at 100 Federal Street which is located adjacent to the site.

Proposed Dimensions of Structures: The exterior dimensions of the USM Building will not change as a result of the proposed renovation, except for the infilling on eight levels of an approximately 1,270-square-foot light shaft not visible from any public street. The dimensions of the USM Building and the New Building shall generally conform with the drawings listed in Exhibits IV-A and IV-B of this Plan. The building height of the New Building will not exceed 360 feet to the highest parapet exclusive of a mechanical penthouse.

Schematic Layout Drawings: Schematic layout drawings are included in the drawings listed in Exhibits IV-A and IV-B of this PDA/DIP Plan. As in the case of any project of the scope of the USM Building rehabilitation and the New Building construction, minor changes will be made to these drawings; however, these changes will not exceed the maximum height limitation specified in the preceding paragraph nor will they significantly alter the general appearance of either component of the proposed development.

Exterior Building Material: The exterior of the USM Building is and will remain primarily of brick and precast concrete above the first floor level and of granite, limestone and glass with bronze ornamental features at the first floor level. The exterior of the New Building will consist primarily of a glass curtain wall system with a three-story granite base.

Design Review: Materials and treatment of the building facades, landscaping, and appearance of exterior signs of the New Building will be subject to the Boston Redevelopment Authority's Planned Development Area design review process. The rehabilitation of the USM Building has been and will continue to be subject to detailed review by the Boston Landmarks Commission, and, incidental to the owner's rehabilitation tax credit application to the Internal Revenue Service, by the United States Park Service and the Massachusetts Historical Commission. The Authority has also reviewed the plans for the USM Building rehabilitation. The rehabilitation will not significantly alter the exterior of the USM Building or interior lobbies of the USM Building visible from the exterior. Accordingly, the plans for the USM Building have been subjected to Design Review and approved by the Authority.

Separate Ownership: Although the USM Building and the New Building will be physically joined by a low-rise structure housing an atrium and entrance lobbies, either may be financed and/or owned independently of the other and, therefore, each of them must be considered as a separate zoning lot capable of being mortgaged and conveyed as such. For the purpose of such separate ownership and/or financing and zoning analysis, the site will be divided along a line drawn around the perimeter of the USM Building.

Zoning Exceptions Required: The site is located in a B-10 zoning district and a restricted parking district. The rehabilitation of the USM Building requires no zoning variances, conditional use permits or exceptions and is proceeding as a matter of right as of the date of this PDA/DIP Plan. The subdivision of the site contemplated in connection with the construction of the New Building as set forth in the paragraph above captioned "Separate Ownership" and certain uses of the USM Building will, however, create zoning nonconformities as to the USM Building requiring conditional use permits and/or exceptions. The exceptions authorized by this PDA/DIP Plan with respect to the USM Building will be required prior to the subdivision of the site or use of the USM Building for uses not allowed as of right by the Boston Zoning Code, and not before. The analysis of zoning exceptions required assumes that both the USM Building and the New Building front on High Street.

Zoning exceptions will be sought as follows:

<u>Section</u>	<u>Required in B-10 Zoning District</u>	<u>Provided for USM Building</u>	<u>Provided for New Building</u>
8-7 Conditional uses listed in Exhibit III**			
15-1 Floor Area Ratio	10.0	13.0*	14.6*
20-1 Rear Yard	USM Bldg.=16.3 ft New Bldg.=0	0* --	-- 0
21-1 Parapet Setbacks	<u>Front</u> USM Bldg. varies; worst case=15 ft New Bldg. varies; worst case=33 ft	varies; worst case=0* --	-- varies; worst case=0*

* Exception required.

** The Owner may apply for conditional use permits for the conditional uses listed in Exhibit III either instead of or in addition to exceptions.

	<u>Required in</u> <u>B-10 Zoning</u> <u>District</u>	<u>Provided</u> <u>for USM</u> <u>Building</u>	<u>Provided</u> <u>for New</u> <u>Building</u>
	<u>Side (left)</u>		
	USM Bldg.=0	varies; worst case=0	--
	New Bldg.=	--	
	<u>Federal Street</u>		
	low-rise=0	--	low-rise=0
	high-rise varies;	--	high-rise varies;
	worst case=14 ft		worst case=150 ft
	<u>Rear of USM Bldg.</u>		
	0	--	0
	<u>Right Side</u> <u>of USM Bldg.</u>		
	low-rise=0	--	low-rise=0
	high-rise varies;	--	high-rise varies;
	worst case=44 ft		worst case=33 ft*
	<u>Side (right)</u>		
	USM Bldg. varies;	varies;	--
	worst case=25 ft	worst case =0*	
	New Bldg. varies;	--	0*
	worst case=44 ft		
	<u>Rear</u>		
	USM Bldg. varies;	varies;	--
	worst case=35 ft	worst case =0*	
	New Bldg.		
	low-rise=23 ft	--	low-rise=0*
	high-rise varies;	--	high-rise varies;
	worst case=42 ft		worst case=0*
24-1			
Loading			
Bays	USM Bldg.=0	0	--
	New Bldg.=7	--	5*

* Exception required.

** The Owner may apply for conditional use permits for the conditional uses listed in Exhibit III either instead of or in addition to exceptions.

EXHIBIT I
to
PDA/DIP PLAN

Description of Premises

That certain parcel of land with the improvements thereon situated in Boston, Suffolk County, Massachusetts, bounded:

SOUTHEASTERLY	by High Street, by four courses measuring 170.98, 19.38, 58.81 and 162.57 feet, respectively;
SOUTHWESTERLY	by Federal Street, 274.29 feet;
NORTHERLY	by Matthews Street, by three courses measuring 112.71, 88.92 and 25.00 feet, respectively;
NORTHWESTERLY	by said Matthews Street, by two courses measuring 35.27 and 25.76 feet, respectively; and
NORTHEASTERLY	by land now or formerly of Annie Leeder, 112.99 feet.

Containing, by estimation, approximately 66,430 square feet of land.

Plan_Showing_Premises



EXHIBIT III
to
PDA/DIP PLAN

Permitted Uses

Allowed under Zoning Code:

- 30 Private Club (including quarters of fraternal organizations) operated for members only.
- 34 Store primarily serving the retail business needs of the residents of the neighborhood.
- 35 Department store, furniture store, general merchandise mart, or other store serving the general retail business needs of a major part of the city, including accessory storage.
- 37 Lunch room, restaurant, cafeteria or other place for the service or sale of food or drink for on-premises consumption.
- 38 Place for sale and consumption of food and beverages ... providing dancing or entertainment or both.
- 39 Office of accountant, architect, attorney, dentist, physician or other professional person.
- 40 Real estate, insurance or other agency office.
- 41 Office building, post office, bank or similar establishment.
- 43 Barber shop; beauty shop; shoe repair shop; self-service laundry; pick-up and delivery station of laundry or dry cleaner, or similar use.
- 44 Tailor shop; hand laundry; dry-cleaning shop.
- 46 Caterer's establishment; photographer's studio ... radio and television repair shop.
- 83 As an accessory use, any use ancillary to, and ordinarily incident to, a lawful main use.

(and all other uses allowed from time to time in a B-10 zoning district)

Conditional under Zoning Code:

- 34 Store primarily serving the retail business needs of the residents of the neighborhood, where merchandise is sold or displayed out of doors on the premises.
- 35 Department store, furniture store, general merchandise mart, or other store serving the general retail business needs of a major part of the city, including accessory storage, where merchandise is sold or displayed out of doors on the premises.
- 36A Sale over the counter ... of on-premises prepared food or drink for off-premises consumption or for on-premises consumption if, as so sold, such food or drink is ready for take-out.
- 50 Drive-in bank, restaurant, or cafeteria or other place for the service or sale of on-premises prepared food or drink for on-premises or off-premises consumption, providing off-street parking facilities for its customers while doing business on the premises.
- 59 Parking garage.
- 61 Rental agency storing, servicing, and/or washing rental motor vehicles and trailers.
- 68 Repair of various products, including, without limitation:

Cameras or other photographic equipment; electronic components and supplies; leather products, including shoes, machine belting, and the like; optical equipment, clocks, or similar precision instruments.
- 71 Any use on a lot adjacent to, or across the street from, but in the same district as, a lawful use to which it is ancillary and ordinarily incident and for which it would be a lawful accessory use if it were on the same lot; any such use on such a lot in another district.
- 72 As an accessory use, a garage or parking space for occupants, employees, customers, students and visitors.

EXHIBIT IV-A
TO
PDA/DIP PLAN

List of Plans
Prepared by Jung/Brannen Associates, Inc.

<u>Schematic Drawing No.</u>	<u>Title</u>	<u>Date</u>
A101	Sub-basement Floor Plan	10/11/84
A102	Basement Plan	10/11/84
A103	First Floor Plan	10/2/84
A104	Second thru Ninth Floor Plan	10/2/84
A105	Tenth Floor Plan	10/2/84
A106	Eleventh Floor Plan	10/2/84
A107	Floors 12-14 Typical	10/2/84
A108	Fifteenth Floor Plan	10/2/84
A109	Sixteenth Floor Plan	10/2/84
A110	Floors 17-19 Typical and Twentieth Floor Plan	10/2/84
A111	Twenty First, Twenty Second, Twenty Third, Twenty Fourth Floor Plans	10/2/84
A112	Twenty Fifth, Twenty Sixth, Twenty Seventh Floor Plans and Roof Plan	10/2/84
A201	Elevations Federal Street, High Street	10/2/84
A202	Elevations High Street Place, North Elevation	10/2/84

EXHIBIT IV-B
to
PDA/DIP PLAN

List of Plans Prepared By
The Stubbins Associates, Inc.

<u>Schematic Drawing No.</u>	<u>Title</u>	<u>Date</u>
S1	Site Plan	10/31/84
A1	Parking Plan	11/28/84
A2	Ground Floor Plan	12/4/84
A3	2nd Floor Plan	11/28/84
A4	3rd thru 6th, 7th & 8th Floor Plans	11/28/84
A5	9th Floor Plan	11/28/84
A6	10th thru 22nd Floor Plans	11/28/84
A7	23rd thru Penthouse Floor Plans	11/28/84
A8	High Street Elevation	12/4/84
A9	Matthews Street Elevation	12/4/84

EXHIBIT V-A
to
PDA/DIP PLAN

Floor Area Ratio Calculations for the USM Building
-----Prepared by Jung/Brannen Associates, Inc.-----

Floor	Total Floor Area	Deductions	Gross Floor Area*
Sub-basement	28,920 s.f.	28,920 s.f.	0 s.f.
Basement	28,920 s.f.	28,920 s.f.	0 s.f.
Ground Floor	28,602 s.f.	247 s.f.	28,355 s.f.
2nd Floor	24,485 s.f.	560 s.f.	23,925 s.f.
3rd Floor	24,522 s.f.	247 s.f.	24,275 s.f.
4th Floor	24,522 s.f.	247 s.f.	24,275 s.f.
5th Floor	24,522 s.f.	247 s.f.	24,275 s.f.
6th Floor	24,522 s.f.	247 s.f.	24,275 s.f.
7th Floor	24,522 s.f.	247 s.f.	24,275 s.f.
8th Floor	24,522 s.f.	247 s.f.	24,275 s.f.
9th Floor	24,522 s.f.	247 s.f.	24,275 s.f.
10th Floor	24,522 s.f.	2,854 s.f.	21,668 s.f.
11th Floor	23,443 s.f.	1,598 s.f.	21,845 s.f.
12th Floor	14,870 s.f.	126 s.f.	14,744 s.f.
13th Floor	14,766 s.f.	126 s.f.	14,640 s.f.
14th Floor	14,766 s.f.	126 s.f.	14,640 s.f.
15th Floor	14,766 s.f.	201 s.f.	14,565 s.f.
16th Floor	7,231 s.f.	64 s.f.	7,167 s.f.
17th Floor	7,207 s.f.	64 s.f.	7,143 s.f.
18th Floor	7,207 s.f.	64 s.f.	7,143 s.f.
19th Floor	7,207 s.f.	64 s.f.	7,143 s.f.
20th Floor	7,207 s.f.	86 s.f.	7,121 s.f.
21st Floor	4,836 s.f.	84 s.f.	4,752 s.f.
22nd Floor	4,836 s.f.	74 s.f.	4,762 s.f.
23rd Floor	3,754 s.f.	92 s.f.	3,662 s.f.
24th Floor	2,683 s.f.	70 s.f.	2,613 s.f.
25th Floor	2,610 s.f.	2,610 s.f.	0 s.f.
26th Floor	1,440 s.f.	1,440 s.f.	0 s.f.
27th Floor	1,146 s.f.	1,146 s.f.	0 s.f.
Roof Plan	335 s.f.	335 s.f.	0 s.f.
TOTAL	447,413 s.f.	71,600 s.f.	375,813 s.f.
		(round up to 376,000 s.f.)	

$$\frac{376,000}{29,162} = 12.89 \text{ (round up to 13.0)}$$

* Gross floor area is defined in Section 2-1(21) of the Boston Zoning Code.

EXHIBIT V-B
to
PDA/DIP PLAN

Floor Area Ratio Calculations for the New Building
Prepared by The Stubbins Associates, Inc.

<u>Floor</u>	<u>Total Floor Area</u>	<u>Deductions</u>	<u>Gross Floor Area*</u>
Ground	29,949 s.f.	4,912 s.f.	25,037 s.f.
2nd Floor	29,296 s.f.	6,914 s.f.	22,382 s.f.
3rd Floor	30,696 s.f.	992 s.f.	29,704 s.f.
4th Floor	30,696 s.f.	992 s.f.	29,704 s.f.
5th Floor	30,696 s.f.	992 s.f.	29,704 s.f.
6th Floor	30,696 s.f.	992 s.f.	29,704 s.f.
7th Floor	30,895 s.f.	992 s.f.	29,903 s.f.
8th Floor	30,895 s.f.	992 s.f.	29,903 s.f.
9th Floor	19,137 s.f.	625 s.f.	18,512 s.f.
10th Floor	19,137 s.f.	1,396 s.f.	17,741 s.f.
11th Floor	17,283 s.f.	1,296 s.f.	15,887 s.f.
12th Floor	18,339 s.f.	1,796 s.f.	16,543 s.f.
13th Floor	18,339 s.f.	1,796 s.f.	16,543 s.f.
14th Floor	18,339 s.f.	1,396 s.f.	16,943 s.f.
15th Floor	18,339 s.f.	1,396 s.f.	16,943 s.f.
16th Floor	18,339 s.f.	1,396 s.f.	16,943 s.f.
17th Floor	18,339 s.f.	1,396 s.f.	16,943 s.f.
18th Floor	18,339 s.f.	2,601 s.f.	15,738 s.f.
19th Floor	18,339 s.f.	1,396 s.f.	16,943 s.f.
20th Floor	18,339 s.f.	1,396 s.f.	16,943 s.f.
21st Floor	18,339 s.f.	1,396 s.f.	16,943 s.f.
22nd Floor	17,283 s.f.	1,396 s.f.	15,887 s.f.
23rd Floor	17,283 s.f.	2,196 s.f.	14,367 s.f.
24th Floor	17,283 s.f.	2,196 s.f.	14,367 s.f.
25th Floor	17,283 s.f.	3,316 s.f.	13,967 s.f.
26th Floor	11,700 s.f.	1,025 s.f.	10,675 s.f.
27th Floor	11,700 s.f.	1,025 s.f.	10,675 s.f.
28th Floor	<u>11,700</u> s.f.	<u>1,025</u> s.f.	<u>10,675</u> s.f.
TOTAL	586,998 s.f.	50,779 s.f.	536,219 s.f. (round up to 537,000 s.f.)

$$\frac{537,000}{37,268} = 14.41 \text{ (round up to 14.6)}$$

* Gross floor area is defined in Section 2-(21) of the Boston Zoning Code.

12/5/84

DEVELOPMENT IMPACT PROJECT AGREEMENT
for
Planned Development Area No. 19
Bounded by High Street, Federal Street, Matthews Street
and land now or formerly of Annie Leeder, Boston Proper

AGREEMENT dated as of _____, 1984 among the
BOSTON REDEVELOPMENT AUTHORITY ("BRA"), the NEIGHBORHOOD HOUSING
TRUST (hereafter to be created) and FEDERAL DEVELOPMENT, INC., a
Massachusetts corporation (the "Applicant").

W I T N E S S E T H :

WHEREAS, the Applicant proposes a rehabilitation of the
United Shoe Machinery Building (the "USM Building") and the
construction of a new building (the "New Building") on premises
bounded by High Street, Federal Street, Matthews Street and land
now or formerly of Annie Leeder, Ward 4, City Proper (the
"Premises");

WHEREAS, in order to facilitate the rehabilitation of the USM
Building and development of the New Building, the Applicant has
applied to the BRA for designation of the Premises as a Planned
Development Area ("PDA") pursuant to Section 3-1A of the Boston
Zoning Code (the "Zoning Code");

WHEREAS, the USM Building and the New Building each
constitutes a "Development Impact Project" ("DIP") as defined in
Section 26-2 of Article 26 ("Article 26") of the Zoning Code;

WHEREAS, the Applicant has submitted to the BRA a PDA/DIP
Plan for the USM Building and the New Building (the "Plan")

complying with the requirements of Section 26-2, subparagraph 2 of Article 26;

WHEREAS, the BRA, after a public hearing held on November 15, 1984, which hearing was continued to December 6, 1984, notice of which hearing was published in the Boston Herald on November 8, 1984, has approved the Plan pursuant to Sections 26-3 and 3-1A of the Zoning Code and has petitioned the Boston Zoning Commission to change the zoning of the Premises from a B-10 to a B-10-D Zoning District; and

WHEREAS, the Neighborhood Housing Trust referred to in Article 26 has not yet been created;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. The capitalized terms used herein without definition shall have the meanings ascribed in Article 26 of the Zoning Code.
2. The BRA hereby approves the Plan for the Premises. Applicant agrees to cause the Premises to be developed in accordance with the Plan.
3. The Applicant shall be responsible, in accordance with the terms of this Agreement, for a Development Impact Project Exaction, as such term is presently defined in Section 26-2(3) of Article 26. The Applicant may, at its option, satisfy its obligation for the Development Impact Project Exaction, in whole or in part, by payment in accordance with Section 9 of this Agreement, or by contributing to the creation of housing units for occupancy exclusively by low and moderate income residents of the City of Boston, in accordance with Section 10 of this Agreement.

4. The parties acknowledge that the USM Building rehabilitation constitutes a mixed-use project which, it is anticipated, will include certain uses enumerated in Table C of subparagraph 2(a) of Section 26-3 of Article 26. It is anticipated that the gross floor area of the USM Building devoted to one or more of such uses in the aggregate will exceed 100,000 square feet. The exact gross floor area of the USM Building to be devoted to such uses has not yet been finally established; however, based upon the schematic plans for the USM Building approved with the Plan, the Development Impact Project Exaction for the USM Building, containing approximately 376,000 square feet devoted to such uses, will approximate a total of One Million Three Hundred Eighty Thousand and 00/100 Dollars (\$1,380,000.00).

5. The parties acknowledge that the construction of the New Building constitutes a mixed-use project which, it is anticipated, will include certain uses enumerated in Table C of subparagraph 2(a) of Section 26-3 of Article 26. It is anticipated that the gross floor area of the New Building devoted to one or more of the foregoing uses in the aggregate will exceed 100,000 square feet. The exact gross floor area of the New Building to be devoted to such uses has not yet been finally established; however, based upon the schematic plans for the New Building approved with the Plan, the Development Impact Project Exaction for the New Building, containing approximately 537,000 square feet devoted to such uses, will approximate a total of Two Million One Hundred Eighty-Five Thousand and 00/100 Dollars (\$2,185,000.00).

6. The parties acknowledge that the amounts of the Development Impact Exaction for the USM Building and the New Building provided in Sections 4 and 5 above have been based upon areas for such Buildings set forth in the Plan. If the "gross floor area" of the USM Building or the New Building (as defined in Section 2-1(21) of the Zoning Code and as certified by the architect for the applicable Building) devoted to the uses enumerated in Table C of subparagraph 2(a) of Section 26-3 of Article 26 differs from that set forth in the Plan, this Agreement shall be amended to adjust the amount of the Development Impact Project Exaction in accordance with Article 26.

7. The Development Impact Project Exactions applicable to the USM Building and the New Building shall be paid separately for each Building, and liability of the Applicant arising under this Agreement with respect to each Building shall be limited to the interest from time to time of the Applicant in such Building.

8. The "Payment Date" for each of the USM Building and the New Building shall be the earlier of the issuance of a Certificate of Occupancy or twenty-four (24) months after the granting of a building permit with respect to the applicable Building. If a building permit is not granted for any part of either Building, or if construction of any part of such Building is abandoned after a building permit is obtained, or if for any reason a building permit for either Building has lapsed, then the Applicant shall have no responsibility for any Development Impact Project Exaction with respect to such Building or part thereof.

9. If the Applicant shall elect to satisfy the responsibility for the Development Impact Project Exaction by money payments for either or both of the USM Building and the New Building, then the Development Impact Project Exaction shall be paid to the City of Boston acting by and through the Neighborhood Housing Trust, or if such Trust has not been created, then to the BRA, in twelve (12) equal annual payments.

With respect to either Building, the first installment of the Development Impact Project Exaction shall be due and payable on the Payment Date for such Building, and subsequent installments shall be due and payable without interest on the following eleven (11) anniversary dates of the Payment Date for such Building.

10. If the Applicant shall elect to contribute to the creation of housing units for occupancy exclusively by low and moderate income residents of the City of Boston with respect to either or both of the USM Building and the New Building, the Applicant shall submit a proposal in writing to the BRA on or before the Payment Date for the Building in question, describing the number, location, cost, and design of the housing units. Such proposal shall satisfy the Housing Creation Exaction requirement set forth in subparagraph 3(b) of Section 26-1 of Article 26, and shall provide for the creation of housing units at a cost at least equal to the amount of the applicable Development Impact Project Exaction set forth in Section 4 or 5 as the same may be recalculated pursuant to Section 6 of this Agreement. The

proposal shall be subject to approval by the BRA after public notice and hearing.

11. If the City of Boston shall hereafter impose, assess or levy any excise or tax upon the Applicant or either of the Buildings, the proceeds of which are dedicated, in whole or in part, to the establishment of a fund for a purpose substantially similar to the purpose recited in Section 26-1 of said Article 26, amounts payable hereunder by Applicant shall be credited against any such excise or tax; provided, however, that if such crediting shall not be legally permissible to satisfy payment of such tax or excise, the obligations of the Applicant hereunder shall, to the extent of the amount of such tax or excise, thereupon cease and be of no further force and effect.

12. The Applicant will formulate a voluntary Employment Opportunity Plan which will provide for the Applicant's good faith efforts to achieve a goal that 50% of the employment opportunities created in the project will be made available to Boston residents.

13. The BRA agrees to look solely to the interest from time to time in the Building in question of the Applicant or its successors, as the case may be, for any claim against the Applicant or its successors arising under this Agreement in connection with such Building. Neither the Applicant nor any trustee, beneficiary, partner, stockholder, manager, officer, director, agent, or employee of the Applicant (or its successors and assigns) shall ever be personally or individually liable under

this Agreement; nor shall it or they ever be answerable or liable in any equitable proceeding or order beyond the extent of its or their interest in the applicable Building.

14. The BRA hereby agrees that, subject to recalculation provided for in Section 6 of this Agreement, any recalculation of the rate of the Housing Payment Exaction as set forth in Section 26-3(2)(c) of the Zoning Code and otherwise shall not in any way increase the Housing Payment Exaction set forth in this Agreement.

15. The BRA acknowledges that by the signing of this Agreement, Applicant will have satisfied the requirements of Section 26-3(2) of the Zoning Code insofar as satisfaction of the requirements of that Section is a precondition to the granting, allowing, or adopting of a variance, conditional use permit, exception, or zoning map or text amendment with respect to the Applicant's development of the Premises.

16. If the parties desire hereafter to amend this Agreement, such amendment shall be written and executed by the parties hereto.

17. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, sets forth the entire agreement among the parties, may be amended or modified only by a writing signed by all parties, and is binding upon and inures to the benefit of the parties and their successors, assigns, and legal representatives, notwithstanding any subsequent amendment or

repeal (or court decision having the effect of amendment or repeal) of Article 26.

BOSTON REDEVELOPMENT AUTHORITY

By:

Stephen Coyle, Director
Hereunto duly authorized

NEIGHBORHOOD HOUSING TRUST
By BOSTON REDEVELOPMENT AUTHORITY

By:

Stephen Coyle, Director
Hereunto duly authorized

FEDERAL DEVELOPMENT, INC.

By:-----

By:-----

12/5/84

COOPERATION AGREEMENT

For Planned Development Area No. 19
Bounded by High Street, Federal Street,
Matthews Street and land now or formerly
of Annie Leeder, Boston Proper

AGREEMENT made this day of , 1984 by and
between the BOSTON REDEVELOPMENT AUTHORITY ("Authority") and
FEDERAL DEVELOPMENT, INC. ("Applicant").

WITNESSETH THAT:

In consideration of the mutual covenants and agreements
herein contained, the parties agree as follows:

1. The Authority will petition the Zoning Commission of the City of Boston on behalf of the Applicant to rezone the land in said City bounded by High, Federal and Matthews Streets and land now or formerly of Annie Leeder (the "Site") from a B-10 to a B-10-D zoning district.
2. The Applicant will cause the Site to be developed in accordance with the Development Plan and Development Impact Project Plan for Planned Development Area No. 19 (the "Plan") approved after notice and public hearing by vote of the Authority at its meeting held on December 6, 1984. A certified copy of said vote is attached hereto as Exhibit A together with a copy of said Plan. The plan provides for the rehabilitation of the 24-story brick building known as the United Shoe Machinery ("USM")

Building and the construction of a new 28-story office/commercial building ("New Building") on the Site.

3. The Applicant has contracted with Jung/Brannen Associates, Inc. ("Jung/Brannen") as the Architect for the USM Building and with The Stubbins Associates, Inc. ("Stubbins") as Architect for the New Building to provide the drawings and specifications for the respective buildings referenced in the Plan and to furnish customary architect's services during construction.

4. The rehabilitation of the USM Building has been and will continue to be subject to detailed review by the Boston Landmarks Commission, and, incidental to the Applicant's rehabilitation tax credit application to the Internal Revenue Service, by the United States Park Service and the Massachusetts Historical Commission. The Authority has also reviewed the plans for the USM Building rehabilitation. The rehabilitation will not significantly alter the exterior of the USM Building or interior lobbies of the USM Building visible from the exterior. Accordingly, the Authority acknowledges and agrees that the plans for the USM Building have been subjected to the Design Review Process (as hereinafter defined) and approved by the Authority. The Authority further agrees that, upon request by the Applicant, the Authority shall provide any and all certifications as may be required by the Boston Zoning Code and any other applicable statutes and ordinances that the plans, drawings, and specifications for the

USM Building have been subject to Design Review and that the same are consistent with the Plan.

5. The Applicant and the Authority hereby agree that the design review process required by the plan to be observed by the parties with respect to the New Building shall be as set forth in "The Design Review Procedure for Developer's Architectural Submissions to the Boston Redevelopment Authority" which is attached hereto as Exhibit B ("Design Review Process"). Capitalized terms used and not defined herein shall have the meanings ascribed to them in the Design Review Process.

6. The Applicant represents to the Authority that Stubbins has performed its obligations which are preliminary to preparation and submission for approval of the Design Development portion of the Design Review Process for the New Building and that Stubbins is now authorized by the Applicant to proceed with the preparation of the plans and specifications for the Design Development. These drawings and specifications will be based upon the State Building Code now in effect in the City of Boston.

7. The Authority acknowledges that the Applicant has heretofore by the submission of the Schematic Design for the New Building and by the signing hereof will have, satisfied the first stage of submissions required by the Design Review Process for the New Building. The architectural drawings for the New Building referred to in Exhibit IV-B of the Plan have been subjected to the Design Review Process and approved by the Authority.

8. Throughout the Design Review Process, it is the Applicant's responsibility to promptly notify the Authority of proposed changes to public lobbies and arcades visible from the exterior of the New Building, to open spaces and landscaping of the New Building and to exterior features of the New Building from previously approved submissions (other than refinements of details generally consistent with such previously approved submissions), and to obtain approval from the Authority prior to incorporating them into the drawings and specifications for the New Building. The Authority shall perform its functions under this provision promptly and with all reasonable dispatch, and shall use its best efforts to notify the Applicant of its approval or disapproval of such changes within three (3) business days after receipt of such notice.

9. Once Contract Documents for the New Building have been approved, the only further submissions to be made by the Applicant to the Authority for review and approval hereunder will be Contract Addenda and requests for Change Orders in the construction of those items subject to the Design Review Process that are considered to be substantial and would thus require further Authority review to determine their consistency with the Plan, which differ from or were not fully described in the Working Drawings, and which constitute changes to public lobbies and arcades visible from the exterior of the New Building, to open spaces and landscaping of the New Building, and to the exterior of

the New Building. The Authority shall perform its functions under this provision promptly and with all reasonable dispatch, and shall use its best efforts to notify the Applicant of its approval or disapproval of such submissions within five (5) business days after receipt thereof.

10. Except as otherwise provided herein, the Authority will review and act upon the submissions required by the Design Review Process in the manner set forth in this Section 10. If the Authority finds any such submission(s) inconsistent with the previous submission, it shall notify the Applicant of the respects in which the same is deemed to be inconsistent. If the Authority finds the submission(s) consistent, it shall so notify the Applicant and indicate the same thereon. The Authority shall perform its functions under this Agreement promptly and with all reasonable dispatch, and shall use its best efforts to notify the Applicant of its approval or disapproval of such submissions within ten (10) business days after receipt thereof.

11. The Applicant represents to the Authority that the rehabilitation work on the USM Building commenced in November, 1984 and that such work will require approximately eighteen months thereafter. The Applicant further represents to the Authority that demolition and other pre-construction site work for the New Building is scheduled to be completed by April 1, 1985 and that construction in accordance with the Plan will require approximately twenty-four (24) additional months thereafter.

Accordingly, subject to intervening circumstances which might arise, the Applicant expects that the USM Building and the New Building will be initially occupied and placed in operation in the spring of 1986 and the spring of 1987, respectively.

12. The Authority will informally advise the Applicant concerning, and will actively cooperate with and publicly support the Applicant's efforts to obtain from the appropriate municipal, state and federal bodies and agencies all such permits, licenses and approvals and exceptions, variances, and other departures from the normal application of the applicable zoning and building codes and other ordinances and statutes which may be necessary in order to carry out the development of the Site in the most expeditious and reasonable manner.

13. The Authority agrees to look solely to the interest from time to time in the Building in question of the Applicant or its successors, as the case may be, for any claim against the Applicant or its successors arising under this Agreement in connection with such Building. Neither the Applicant nor any trustee, beneficiary, partner, stockholder, manager, officer, director, agent, or employee of the Applicant (or its successors and assigns) shall ever be personally or individually liable under this Agreement; nor shall it or they ever be answerable or liable in any equitable proceeding or order beyond the extent of its or their interest in the applicable Building.

14. If, in the future, the Applicant shall, in its reasonable judgment, determine that it has become infeasible to proceed with the whole or a portion of the approved Plan, then in such case and after substantiation by the Applicant of the reasons for not being able to proceed, the Authority shall cooperate with the Applicant to modify, alter, amend or revoke its previous designation or votes in order to allow the Applicant the opportunity to reasonably develop the land that it owns. If the parties acting in good faith cannot agree as to an appropriate alteration, modification or amendment to the Plan, if the Applicant so requests, the Authority agrees to promptly take the necessary steps to revoke the Planned Development Area designation for all of the Site.

15. This Agreement shall be binding upon the successors and assigns of the Applicant and the Authority.

IN WITNESS WHEREOF the parties have caused this instrument to be executed on their behalf by their respective officers thereunto duly authorized as of the day and year first above set forth.

BOSTON REDEVELOPMENT AUTHORITY

By: _____

Approved as to form:

Assistant General Counsel

FEDERAL DEVELOPMENT, INC.

By: _____

By: _____